

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

**ORIGINAL**

In the Matter of	)	
	)	
Amendment of Section 73.202(b)	)	MM Docket No. 99-357
Table of Allotments	)	RM-9780
FM Broadcast Stations	)	RM-9866
(Eldorado, Texas)	)	

**RECEIVED**  
**MAY 23 2000**  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

To: Chief, Allocations Branch  
Policy and Rules Division  
Mass Media Bureau

**SECOND SUPPLEMENT**

Rawhide Radio, L.L.C. ("RR"), licensee of Station KVCQ(FM), Cuero, Texas, by its counsel, hereby submits this Second Supplement to its Counterproposal filed in this proceeding to update the record and to correct a statement made in RR's Supplement filed on May 16, 2000. In support hereof, RR states as follows:

1. In its Supplement, RR noted that Cuero will not be left without local service because, among other reasons, there are two pending applications for a new noncommercial educational service on Channel 210A at Cuero which were cut off.<sup>1</sup> Recently, on May 12, 2000 the two applicants submitted a settlement agreement (a copy is included) whereby Maranatha Church of Laredo, Inc. Good News Broadcasting of Texas ("MCL") (BPED-980513MC) would receive the Cuero permit. The parties await Commission action on the "Joint Request for Approval of Universal Settlement" which further increases the likelihood that Cuero will soon receive local service.

2. In addition, RR stated in note 2, that in the event the Commission did not agree that the allotment of Channel 249C1 to McQueeney, as its first local service, represented a preferential arrangement of allotments, RR would accept an upgrade to Channel 249C1 at Cuero. Exhibit E, Figure 4 is a channel study for Cuero which is the same study (at the same coordinates) as the one

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1. RR also mentioned that Channel 280A could be allotted at Cuero as a "fill-in" local service.

used for McQueeney. The Supplement referred to the channel study as Exhibit E, Figure 4. A review of one of the copies revealed the study was missing. The study is attached hereto for inclusion in the record. No party is adversely affected by this Supplement.

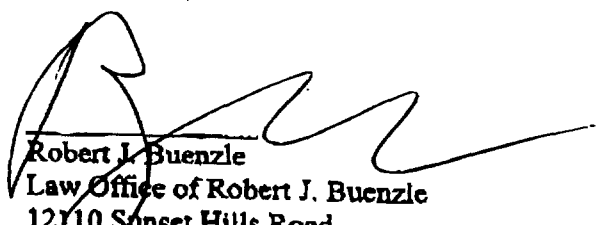
3. Finally, RR wishes to correct a statement it made on page 4, Section 5 of the Supplement. Under the heading "*Channel 281C2 at Mason, Texas*" at the third full sentence beginning "In this regard, RR wishes to point out...." The rest of the statement should read - - Munbilla Broadcasting, Corp. proposed the substitution of Channel 273C2 at Mason in the context of its Counterproposal in MM Docket 99-215 which included the reallocation of Channel 249C2 to Fredericksburg, Texas. Channel 273C2 at Mason was proposed at a reference point which would require each of the applicants to amend their transmitter sites. The rest of the paragraph remains the same.

4. RR respectfully requests that the Commission accept this Second Supplement as part of the record in this proceeding.

Respectfully Submitted,

RAWHIDE RADIO, LLC.

By:



Robert J. Buenzle  
Law Office of Robert J. Buenzle  
12110 Sunset Hills Road  
Suite 450  
Reston, VA 20190-3223  
(703) 715-3006

May 23, 2000

**ENGINEERING STATEMENT**

**In Support of a  
Supplement  
MM Docket 99-357, RM-9780  
Rawhide Radio, LLC**

**Allocation Study - (KVCQ) Ch 249C1 Cuero, Texas  
[Depicting spacing & modifications required for proposed upgrade]  
(using proposed allotment coordinates as reference)**

29 21 24 N.	Class C1	Search Date
97 39 48 W.	Current rules spacings	04-06-00
----- Channel 249 - 97.7 MHz -----		
Call	Ch# City State Bear' Dist' R'grd	Margin
-----		
<b>Community of Cuero</b>	<b>TX 128.7 46.68</b>	
Reference Coordinates:		
North Latitude: 29-05-36		
West Longitude: 97-17-19		
 <b>AD249 249C2 Luring</b>	 <b>TX 5.2 19.63 224.0 -204.37 *</b>	
Of No Concern:		
Previously filed petition by		
Instant petitioner - Rawhide, licensee		
Of KVCQ		
 <b>KVCQ 249C3 Cuero</b>	 <b>TX 127.2 51.84 211.0 -159.16 *</b>	
Of No Concern:		
Licensed facility of KVCQ		
 <b>KYTX 250C2 Beeville</b>	 <b>TX 196.0 113.08 158.0 -44.92 *</b>	
Of Concern:		
Substitution of Ch 296A proposed @		
NL: 28-27-03, WL: 97-50-15		
 <b>ALOPEN 249C2 Mason</b>	 <b>TX 312.5 190.32 224.0 -33.68 *</b>	
<b>DE249 249C2 Mason</b>	<b>TX 312.5 190.32 224.0 -33.68 *</b>	
<b>AP249 249C2 Mason</b>	<b>TX 312.5 192.16 224.0 -31.84 *</b>	
<b>AP249 249C2 Mason</b>	<b>TX 313.8 193.81 224.0 -30.19 *</b>	
<b>AP249 249C2 Mason</b>	<b>TX 313.8 193.81 224.0 -30.19 *</b>	
Of Concern:		
Substitution of Ch 289C2 &		
Application modification proposed for		
BK Radio & Foxcom. Ch 249C2 allotment		
Reference change also proposed to		
NL: 30-34-54, WL: 99-07-39		
 <b>ALOPEN 249A Cotulla</b>	 <b>TX 238.0 178.08 200.0 -21.92 *</b>	
Of Concern:		
Substitution of Ch 242A proposed		
@ Ch 249A allotment site		

Continued on next page

Exhibit E, Figure 4

**Allocation Study - (KVCQ) Ch 249C1 Cuero, Texas**  
**[Depicting spacing & modifications required for proposed upgrade]**  
**(using proposed allotment coordinates as reference)**

29 21 24 N.	Class C1	Search Date					
97 39 48 W.	Current rules spacings	04-06-00					
----- Channel 249 - 97.7 MHz -----							
Call	Ch#	City	State	Bear'	Dist'	R'qrd	Margin
-----							
KAJA.C	247C	San Antonio	TX	288.1	98.68	105.0	-6.32 *
Of No Concern:							
Auxiliary facility							
KAJA	247C	San Antonio	TX	280.2	104.52	105.0	-0.48
KBXX	250C	Houston	TX	83.4	210.28	209.0	1.28
KBXX	250C	Houston	TX	83.4	210.28	209.0	1.28
KFTX	248C1	Kingsville	TX	178.1	179.14	177.0	2.14
KWTXFM	248C	Waco	TX	8.7	220.40	209.0	11.40
KWTXFM	248C	Waco	TX	8.8	222.23	209.0	13.23
-----							

STAMP &  
RETURN

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
**WASHINGTON, D.C. 20554**

In re Applications of )  
)  
PAULINO BERNAL EVANGELISM ) File No. BPED-970513MD  
)  
MARANATHA CHURCH )  
OF LAREDO, INC. ) MAY 12 2000  
GOOD NEWS BROADCASTING )  
OF TEXAS ) File No. BPED-970918MD  
)  
For a Construction Permit For a New )  
FM Radio Station on Channel 214C )  
(90.7 MHz) at Freer, Texas )  
)  
PAULINO BERNAL EVANGELISM ) File No. BPED-980123ME  
)  
MARANATHA CHURCH )  
OF LAREDO, INC. )  
GOOD NEWS BROADCASTING )  
OF TEXAS ) File No. BPED-980513MC  
)  
For a Construction Permit For a New )  
FM Radio Station on Channel 210A )  
(89.9 MHz) at Cuero, Texas )

To: Chief, Mass Media Bureau

**JOINT REQUEST FOR APPROVAL OF UNIVERSAL SETTLEMENT**

MARANATHA CHURCH OF LAREDO, INC. GOOD NEWS  
BROADCASTING OF TEXAS ("MCL") and PAULINO BERNAL EVANGELISM  
("PBE") (collectively, the "Parties"), pursuant to §73.3525 of the Commission's

Rules, hereby submit this Joint Request for Approval of Universal Settlement ("Joint Request") in the captioned broadcast proceedings. The Parties respectfully request that the Commission (1) grant the Joint Request, (2) approve the settlement proposed herein and in the Settlement Agreement dated May 9, 2000, a copy of which is attached as Appendix 1 hereto (the "Settlement Agreement"), (3) grant the applications of PBE for a new station at Freer and of MCL for a new station at Cuero, both Texas, pursuant to the Settlement Agreement, and (4) dismiss the above-captioned mutually exclusive applications of MCL for a new station at Freer and of PBE for a new station at Cuero, both Texas, conditioned on the final FCC approval hereof.

This Joint Request proposes the dismissal of the application of MCL and the grant of the application of PBE for new noncommercial educational station at Freer, Texas. The Joint Request also proposes the dismissal of the application of PBE and the grant of the application of MCL at Cuero, Texas. The parties have filed mutually exclusive applications for the stations in both Freer and Cuero, Texas, and are the only applicants for construction permits for the new stations. The parties recognize that new noncommercial educational service to Freer and Cuero can be achieved if the Commission grants the application of MCL for a construction permit at Cuero and the application of PBE at Freer.

The settlement agreement, if approved by the Commission, resolves the mutual exclusivity of the applications of the Parties in these cities. The declarations of the parties required by 47 C.F.R. §73.3525(a) are contained in Section 15 of the Settlement Agreement. Accordingly, this Joint Request may be granted and the Settlement Agreement approved.

The Settlement Agreement and this Joint Request are expressly contingent upon the Commission issuing an order or orders granting this Joint Request, approving the Settlement Agreement, granting the PBE application for Freer and dismissing the MCL application for Freer, granting the MCL application for Cuero and dismissing the PBE application for Cuero, and such order or orders becoming final. Accordingly, the parties request that the Commission adopt an order or orders taking such action or actions on the same date, and promptly issue a public notice or notices of such actions thereafter.

Approval of this Joint Request and issuance of the construction permits as indicated will be in the public interest, convenience and necessity because it will conserve the Commission's resources and allow prompt initiation of new service to the two cities.

**WHEREFORE**, the above premises being considered, the above-captioned applicants respectfully request that the Commission grant this Joint Request, approve

the universal settlement proposed herein and the Settlement Agreement attached hereto, grant the above-captioned application of PBE at Freer and the application of MCL at Cuero, and dismiss the above captioned mutually exclusive application of MCL at Freer and PBE at Cuero.

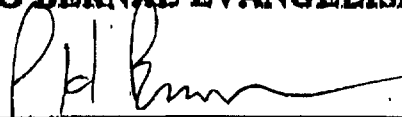
Respectfully submitted.

**MARANATHA CHURCH OF LAREDO, INC.  
GOOD NEWS BROADCASTING OF TEXAS**

By:   
Lee J. Peltzman, Esquire

SHAINIS & PELTZMAN, CHARTERED  
1901 L Street, N.W.  
Washington, D.C. 20036-3506  
(202) 293-0011

**PAULINO BERNAL EVANGELISM**

By:   
Barry D. Wood  
Paul H. Brown

WOOD, MAINES & BROWN,  
CHARTERED  
1827 Jefferson Place, N.W.  
Washington, D.C. 20036  
(202) 293-5333

Dated: May 12, 2000

5/10/00 12:25 PM

- 4 -



## SETTLEMENT AGREEMENT

This agreement is made as of this 9<sup>th</sup> day of MAY, 2000, by and between Maranatha Church of Laredo, Inc./Good News Broadcasting of Texas ("MCL") and Paulino Bernal Evangelism ("PBE"), each a "Party," and collectively the "Parties."

### RECITALS

**WHEREAS** PBE has submitted applications to the Federal Communications Commission ("FCC") for a permit to construct new noncommercial educational FM radio broadcast stations at

Freer, Texas on Channel 214C3 (FCC File No. BPED-970513MD) (the "PBE Application for Freer"),

Cuero, Texas on Channel 210A (FCC File No. BPED-980123ME) (the "PBE Application for Cuero"), and

**WHEREAS** MCL has submitted applications to the FCC for a permit to construct new noncommercial educational FM radio broadcast stations at

Freer, Texas on Channel 214C3 (FCC File No. BPED-970918MD) (the "MCL Application for Freer"),

Cuero, Texas on Channel 210A (FCC File No. BPED-980513MC) (the "MCL Application for Cuero"), and

**WHEREAS** the applications are mutually exclusive, and only one of the stations can be built at Freer and Cuero, Texas. No other applications are on file for the permits at Cuero and Freer, Texas.

**NOW, THEREFORE**, in order to resolve the mutual exclusivity of the applications of the Parties and to effect prompt service for the above cities, MCL and PBE agree as follows:

1. PBE will request that the FCC dismiss the PBE Application for Cuero, contingent on the consent of the FCC to this agreement, the dismissal of the MCL Application for Freer and the grant of a construction permit to PBE for a new station at Freer.

2. MCL will request that the FCC dismiss the MCL Application for Freer, contingent on the consent of the FCC to this agreement, the dismissal of the PBE Application for Cuero and the grant of a construction permit to MCL for a new station at Cuero.

3. Within five days of the execution of this Agreement, the Parties will file a joint petition ("Joint Petition") with the FCC pursuant to Section 73.3525 of the FCC's rules, seeking:

- (a) approval of this Settlement Agreement;
- (b) dismissal of the MCL Application for Freer and the PBE Application for Cuero with prejudice; and
- (c) grant of the PBE Application for Freer and the MCL Application for Cuero, with construction permits to be granted by the FCC as contemplated by paragraphs one and two hereof.

4. PBE will pay to MCL its legitimate and prudent legal and telephone expenses, as determined by the FCC, in connection with the MCL Application for Freer, up to a maximum of TWO THOUSAND THREE HUNDRED DOLLARS (\$2300). An itemized accounting of such legitimate and prudent expenses is attached as Exhibit 1 hereto. Payment will be made within five days of the date of a Final Order granting the matters requested in Paragraph 3 above, and will be paid to the order of the Shainis & Peltzman trust account.

5. A "Final Order" for purposes of this Settlement Agreement means an Order (or set of Orders) of the FCC (or any of its officials acting pursuant to delegated authority) as to which (a) the time for filing a petition for reconsideration, application for review or a court appeal, and the time within which the FCC may review said Order or Orders on its own motion, have all expired; (b) no such petition for reconsideration, application for review or court appeal has been timely filed, and (c) the FCC has not reviewed said Order or Orders on its own motion; or, (d) in the event that any such petition, application or appeal has been filed or such action taken, such petition, application, appeal or action shall have been disposed of and the time for seeking further administrative or judicial review of the Commission's Order or Orders shall have expired without any request for such further review having been filed.

6. This Settlement Agreement is conditioned upon an Order (or set of Orders) having been issued and having become a Final Order or Orders dismissing the MCL Application for Freer and the PBE Application for Cuero, with prejudice, granting the PBE Application for Freer and the MCL application for Cuero and approving this Settlement Agreement. However, once the FCC issues an initial order granting the subject applications of MCL and PBE, respectively, the party dismissing an application that is mutually exclusive with the granted application may not take any action or aid or encourage others to take any action the purpose or effect of which is to stop or delay the FCC Order (or set of Orders) granting such application from becoming a Final Order.

7. Simultaneously with or promptly following the submission of the Joint Petition, the Parties will prepare and file with the Commission, for association with the Joint Petition, such statements and other supporting materials as may be necessary or appropriate, requesting that the FCC approve this Settlement Agreement and take such further action as is contemplated hereby. The Parties will use commercially reasonable efforts and cooperate to the extent necessary to prepare and file whatever documents may be required to seek and obtain final FCC approval of this Settlement Agreement. Further, so long as this Agreement is in effect, neither Party shall take action to impede or frustrate the eventual grant of the other Party's application.

8. The Parties agree to maintain the confidentiality of the terms hereof unless and until a Joint Petition is filed with the Commission.

9. If either Party defaults in the performance of the obligations imposed upon the Parties to this Settlement Agreement, the other Party shall be entitled to pursue any remedies for redress of injuries from such default that are available at law or in equity or otherwise. The party determined in such litigation to have solely or primarily breached its obligations under this Agreement shall be liable for the attorneys' fees and court costs incurred by the other Party in enforcing this Settlement Agreement.

**10. THIS SETTLEMENT AGREEMENT SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE DISTRICT OF COLUMBIA, THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND THE COMMISSION'S RULES AND REGULATIONS.**

11. Each Party represents to the other Party that (a) it is not under any restrictions, contractual or otherwise, that may be inconsistent with this Settlement Agreement or that would prevent or preclude such Party from entering into this Settlement Agreement or from performing such Party's obligations hereunder; and (b) this Settlement Agreement is a legally binding obligation of such Party and is enforceable against such Party in accordance with its terms. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs and assigns.

12. Any notices or other communications shall be in writing unless otherwise stated, and shall be considered to have been duly given when sent by Federal Express or

other recognized overnight delivery service or when deposited into United States certified mail, postage paid, return receipt requested, as follows:

(a) If to MCL to:

Israel Tellez  
Maranatha Church of Laredo  
Goodnews Broadcasting of Texas  
P.O. Box 1614  
Laredo, Texas 78044-1614

with copy to:

Lee J. Peltzman, Esquire  
Shainis & Peltzman, Chartered  
1901 L Street, N.W.  
Washington, D.C. 20036-3506

(b) If to PBE to:

Paulino Bernal Evangelism  
P.O. Box 252  
4501 N. McColl  
McAllen, Texas 78501

with copy to:

Barry D. Wood, Esquire  
Wood, Maines & Brown, Chartered  
1827 Jefferson Place, N.W.  
Washington, D.C. 20036

13. This Settlement Agreement constitutes the entire understanding of the Parties and supersedes any prior or contemporaneous written or oral agreements or understandings between them. No modification, amendment or waiver of any provision of this Settlement Agreement, in whole or in part, will be valid unless in writing signed by the Parties.

14. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one

agreement, binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart.

15. The execution of this Agreement by each Party shall constitute the executing individual's declaration under the penalty of perjury, affirming for purposes of Section 73.3525(a) of the Commission's Rules, (a) that such party's respective application with the FCC was not filed for the purpose of reaching or carrying out this or any other settlement agreement; (b) that this Settlement Agreement constitutes the entire agreement between the Parties and sets forth all consideration between the Parties; (c) that each party believes that this Settlement Agreement, after FCC approval, will serve the public interest because it will expedite the inauguration of new noncommercial educational FM radio service to Freer and Cuero, Texas, without a need for further FCC action, thereby conserving the Commission's resources; and (d) that the contemplated payment by PBE to MCL represents only the legitimate and prudent expenses for legal and telephone services in connection with the MCL Application for Freer.

16. If the FCC or its delegate for any reason fails to approve this Settlement Agreement and to dismiss the PBE Application for Cuero, and the MCL Application for Freer within twelve months after the submission of the Joint Petition requesting such approval, then either Party may terminate this Settlement Agreement upon ten days' written notice to the other, following which the parties shall be entitled to resume prosecution of their respective applications.

17. In the event that any part or provision of this Settlement Agreement is found invalid, such invalidity shall not affect the enforceability of any other part or provision of this Settlement Agreement, unless the invalidity would cause a material change in the rights or obligations of any Party, in which case the Party or Parties affected may seek to amend the Settlement Agreement or may withdraw from the Settlement Agreement.

18. Each Party acknowledges that it has had access to counsel in the preparation and negotiation hereof, and waives any principle that this Agreement or any Ancillary Agreement is to be construed against the drafter hereof.

19. Time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement on the date(s) indicated below, to be effective as of the date first indicated above.

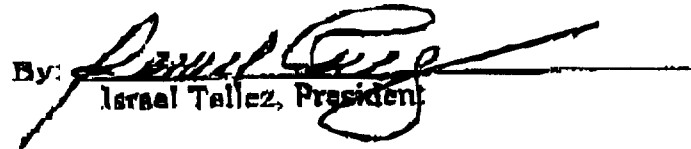
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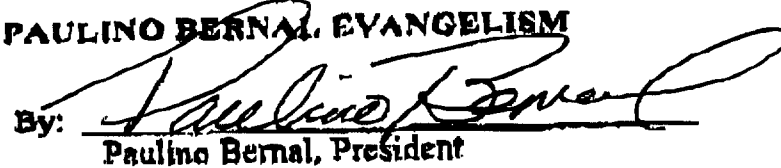
**MARANATHA CHURCH OF LAREDO  
GOODNEWS BROADCASTING OF TEXAS**

Date: 05/09/00

By:   
Israel Tellez, President

**PAULINO BERNAL, EVANGELISM**

Date: 05/12/00

By:   
Paulino Bernal, President

5/9/00 3:40 PM

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Received May-12-2000 04:08pm From-956 686 2999 To-WOOD, MAINE S&B BROWN Page 002

## **DECLARATION**

I, LEE J. PELTZMAN, am a partner in the firm Shainis & Peltzman, Chartered ("S&P"). S&P has represented and provided legal service to Maranatha Church of Laredo, Inc./Good News Broadcasting of Texas ("Maranatha") with respect to the prosecution of its application for a new noncommercial educational FM station at Freer, Texas, as well as representing Maranatha in settlement of that case. S&P either has been paid or is currently owed for the provision of legal services to Maranatha the sum of One Thousand Eight Hundred Eighty-seven and 50/100 Dollars (\$1,887.50) and is owed by Maranatha for out-of-pocket expenses the amount of One Hundred Twenty-five and 65/100 Dollars (\$125.65).

SHAINIS & PELTZMAN, CHARTERED

Dated: May 10, 2000

By: \_\_\_\_\_

  
Lee J. Peltzman  
Vice President

PCC/TELLERZ Declaration.doc (msg 5-10-00)

Received May-11-2000 11:50am

From-2022930810

To-WOOD,MAINES&BROWN

Page 003

# CERTIFICATE OF SERVICE

I, Kay Dallosta, certify that I have sent a copy of the foregoing "Second Supplement" by first class mail on May 23, 2000, postage prepaid, to each of the following:

*	Kathleen Scheuerle FCC Mass Media Bureau 445 12th Street, S.W. Room 3-A247 Washington, D.C. 20554	Cary S. Tepper, Esq. Booth Freret Imlay & Tepper, P.C. 5101 Wisconsin Avenue, N.W. Suite 307 Washington, D.C. 20006-4120 (Counsel for Shaffer Communications Group)
	James G. Baum Station KAUM West Highway 80 Colorado City, TX 79515-0990 (Licensee of KAUM, Colorado City, TX)	Equicom, Inc. 7103 Pine Bluffs Trail Austin, TX 78729 (Licensee for KBAL, San Saba, TX)
	Lee J. Peltzman, Esq. Shainis & Peltzman, Chartered 1850 M Street, N.W. Suite 240 Washington, D.C. 20036-3506 (Counsel to BK Radio)	Regency Broadcasting, Inc. 3298 Sherwood Way San Angelo, TX 76901 (Licensee of KMDX, San Angelo, TX)
	Shaffer Communications Group, Inc. 8584 Katy Freeway Suite 300 Houston, TX 77024 (Licensee of KYTX, Beeville, TX)	Kathleen Victory, Esq. Fletcher Heald & Hildreth, P.L.C. 1300 North 17th Street 11th Floor Arlington, VA 22209-3801
	Schleicher County Radio c/o Randy Parker 25415 Glenn Loch The Woodlands, TX 77380 (Proponent for Eldorado, TX)	Watts Communications, Inc. P.O. Box 100 Brownwood, TX 76804-0100 (Licensee of KXYL, Brownwood, TX)
	BK Radio 1809 Lightsey Road Austin TX 78704 (Applicant for Mason, TX)	David D. Oxenford, Esq. Fisher, Wayland, Cooper, Leader & Zaragoza, LLP 2001 Pennsylvania Avenue, N.W. Suite 400 Washington, D.C. 20006-1851 (Counsel to James G. Baum)
	John J. McVeigh, Esq. 12101 Blue Paper Trail Columbia, MD 21044-2787 (Counsel to Foxcom, Inc.)	

  
Kay Dallosta

\* HAND DELIVERED